

UNITED STATES BANKRUPTCY COURT  
THE SOUTHERN DISTRICT OF NEW YORK

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In re:	Chapter 11
	Case No. 09-50026 (REG)
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	
	Jointly Administered
Debtors	

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**WITHDRAWAL OF LIMITED OBJECTIONS OF THE  
EMERSON APPLIANCE MOTORS AND CONTROLS DIVISION OF EMERSON  
ELECTRIC CO., THERM-O-DISC, INC., EMERSON ELECTRIC (SHENZHEN) CO.,  
LTD., CONTROLES ELECTROMECANICOS DE MEXICO S.A. DE C.V, WIEGAND  
COMPONENT TECHNOLOGIES, EMERSON MOTOR TECHNOLOGIES AND  
EMERSON APPLIANCE SOLUTIONS (SHENZHEN) CO., LTD. TO  
(I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY  
CONTRACTS AND (II) CURE COSTS RELATED THERETO**

The Emerson Appliance Motors and Controls division of Emerson Electric Co., Therm-O-Disc, Inc., Emerson Electric (Shenzhen) Co., Ltd., Controles Electromecanicos de Mexico S.A. de C.V, Wiegand Component Technologies, Emerson Motor Technologies and Emerson Appliance Solutions (Shenzhen) Co., Ltd. (collectively referred to herein as "EAMC and TOD"), by their attorneys, hereby withdraw their limited objection to the proposed assumption and assignment of the Debtors' executory contracts with EAMC and TOD and the proposed cure amount for each such assumed and assigned executory contract (the "Partial Withdrawal").

At this time, the objections of Emerson Electric Co. and its affiliates, including but not limited to Numatics, Incorporated, Instrument & Valve Services Company, Branson Ultrasonics Corporation, High Voltage Maintenance Corporation,, Sweco Inc., Emerson Process Management (collectively, the "Remaining Objecting Emerson Entities") are not withdrawn.

In support of this Partial Withdrawal, EAMC and TOD represent as follows:

1. On June 12, 2009, Emerson Electric Company and its affiliates, including but not limited to Numatics, Incorporated, Instrument & Valve Services Company, Branson Ultrasonics Corporation, High Voltage Maintenance Corporation, Therm-O-Disc, Incorporated, Emerson Electric (Shenzhen) Co., Ltd., Emerson Appliance Solutions (Shenzhen) Co., Ltd., Controles Electromecanicos de Mexico S.A. de C.V., Sweco Inc., Emerson Process Management, Wiegand Component Technologies and Emerson Motor Technologies (collectively referred to herein as the “Objecting Emerson Entities”), filed a Limited Objection to (i) Debtors’ Intent to Assume and Assign Certain Executory Contracts and (ii) Cure Costs Related thereto (the “Limited Objection”) out of an abundance of caution to preserve all rights related to the proposed assumption and assignment of the “Emerson Contracts” (as defined in the Limited Objection) in light of the filing deadline and specifically requesting that the Court:

- (a) deny the proposed assumption and assignment of the Emerson Contracts on the terms proposed by the Debtors, and instead determine the appropriate amounts due to Emerson under the Emerson Contracts pursuant to 11 U.S.C. § 365(b) and the procedures previously approved by the Court;
- (b) require that the proposed Sale Order approving the sale motion expressly provide that the Purchaser shall be liable for all accrued liabilities arising under and existing as of the time that the Emerson Contracts are assumed by the Debtors and assigned to the Purchaser pursuant to the Purchase Agreement and Bid Procedures Order, including all defaults arising thereunder (which defaults must be cured in the time and manner set forth in the Bidding Procedures Order); and
- (c) require that the Purchaser provide adequate assurances of future performance while promptly paying the cure amounts as finally agreed or determined.

**Withdrawal of Limited Objection of Emerson Appliance Motors and Controls division of  
Emerson Electric Co., Therm-O-Disc, Inc., Emerson Electric (Shenzhen) Co., Ltd.,  
Controles Electromecanicos de Mexico S.A. de C.V, Wiegand Component Technologies,  
Emerson Motor Technologies and Emerson Appliance Solutions (Shenzhen) Co., Ltd.**

2. Through the cooperation and diligent efforts of the Debtors and Emerson since the filing of the Limited Objection, EAMC and TOD have been able to verify and reconcile those Emerson Contracts representing active business relationships among the Debtors and EAMC and TOD (the “EAMC and TOD Contracts”) and the cure amounts related thereto.

3. As a result of this reconciliation, EAMC and TOD withdraw their limited objection.

**Unresolved Objections of Remaining Objecting Emerson Entities**

4. The Remaining Objecting Emerson Entities’ objections continue at this time, as they relate to the remainder of the Emerson Contracts (which are not EAMC and TOD Contracts). The Remaining Objecting Emerson Entities will, however, continue to diligently work with the Debtors to resolve the balance of Emerson’s Limited Objection.

**Reservation of Rights**

5. Emerson reserves the right to further amend, supplement and/or otherwise modify the Limited Objection based on, among other things, any additional information as may be determined by further investigation by Emerson or the Debtors.

Dated July 17, 2009.

**von BRIESEN & ROPER, s.c.**

By: /s/ Randall D. Crocker  
Randall D. Crocker  
Rebecca H. Simoni  
von BRIESEN & ROPER, s.c.  
411 E. Wisconsin Ave., Suite 700  
Milwaukee, WI 53202  
Telephone: 414 287-1238  
Facsimile: 414 238-6532

– and –

**Herrick, Feinstein LLP**

Andrew C. Gold  
2 Park Avenue  
New York, NY 10016  
Telephone: 212 592-1400  
Facsimile: 212-592-1500

Attorneys for Emerson Electric Co. and its subsidiaries, divisions and affiliates, including but not limited to Numatics, Incorporated, Instrument & Valve Services Company, Branson Ultrasonics Corporation, High Voltage Maintenance Corporation, Therm-O-Disc, Incorporated, Emerson Electric (Shenzhen) Co., Ltd., Emerson Appliance Solutions (Shenzhen) Co., Ltd., Controles Electromecanicos de Mexico S.A. de C.V., Sweco Inc., Emerson Process Management, Wiegand Component Technologies and Emerson Motor Technologies

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